

IN THE **CIRCUIT COURT OF TENNESSEE**
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

JOHNNY IVY,
Plaintiff,

v.

NO. CT-005479-10
Division II

ALLIED INTERSTATE, INC. and
LVNV FUNDING, LLC
Defendant

AMENDED COMPLAINT

TO THE HONORABLE **JUDGES** OF THE DISTRICT COURT:

Now comes the **Plaintiff** and for its cause of action against the Defendants would respectfully state and show the following:

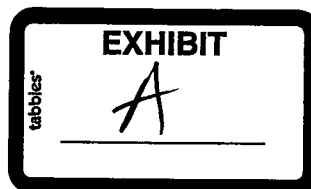
JURISDICTION

1. This Court has concurrent jurisdiction with the Federal Courts under the *Fair Debt Collection Practices Act, 15 USC 1692 et seq.*

2. The defendant Allied Interstate, Inc is a corporation registered to do business and existing under the laws of the state of *Tennessee*, and the defendant LVNV Funding, LLC is not registered with the Tennessee Secretary of State to do business in the state of Tennessee, and have attempted to collect a debt from the plaintiff in the state of Tennessee, and are in the business of collecting delinquent debts, and are collection agencies as that term is used in the *Fair Debt Collection Practices Act, 15 USC 1692 et seq.*

3. The Plaintiff is a resident of the state of *Tennessee*.

Page 1 of 3



FACTS

4. The defendant Allied Interstate, Inc. attempted to collect a debt from the Plaintiff on behalf of the defendant LVNV Funding .

5. The Plaintiff had been contacted earlier by Nathan and Nathan, of Birmingham, Alabama, the attorneys for the defendant LVNV FUNDING, LLC, after the defendant LVNV FUNDING, LLC had contacted the plaintiff and attempted to collect the debt from the plaintiff.

6. The attorney for the plaintiff contacted the said Nathan and Nathan, attorneys and advised them of his representation by letter, a copy of which is attached hereto as Exhibit 1.

7. The defendant LVNV FUNDING, LLC withdrew their claim from Nathan and Nathan, Attorneys and forwarded the claim to Allied Interstate, Inc. to collect.

8. The defendant ALLIED INTERSTATE, INC. then sent a letter to the plaintiff attached hereto as Exhibit 2. Said contact was in violation of the Fair Debt Collection Practices Act, 15 USC 1692 et seq. as the defendants had, at the least, constructive notice of representation of the plaintiff, and at worst, actual knowledge of representation of the plaintiff by a lawyer.

9. The plaintiff has duly notified the defendants and given them an opportunity to remedy the situation, but they have not been willing to do so.

ALLEGATIONS

13. The defendant's conduct was in reckless disregard of the law and the facts.

14. The defendant's attempt to collect a debt from an individual which it knew or should have known was represented by a lawyer is so unconscionable as to shock the conscience..

15. The defendant's attempt to coerce the plaintiff by communicating directly with the

plaintiff is a violation of 15 USC 1692 et seq.

16. The defendants violated 15 USC 1692 et seq. and 15 USC 1692f by so acting and are liable for penalty, attorney fees, and damages under said statute.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff prays as follows:

- 1) That proper process issue and the a Judgment be awarded to the Plaintiff against the Defendants the amount of actual and compensatory damages, penalties, punitive damages where applicable, attorney fees, and interest as claimed herein and/or stated above, and prays that this Honorable Court grant the same;
- 2) That this Court enjoin the defendants from further attempts to collect this debt..
- 3) Plaintiff further *demand*s a jury to try its cause, and prays for such other and further relief as to this Honorable Court seems proper and just.

THE COHN LAW FIRM

William A. Cohn

Attorneys for the *Plaintiff*
291 Germantown Bend Cove
Cordova, TN 38018
901/757-5557
Tennessee Supreme Court #005873
Texas Supreme Court # 4512980

Certificate of Service

I certify that I have mailed a copy of the above to the defendants at the address listed on the original summons for service of process this 12th day of November, 2010.

William A. Cohn

IN THE **CIRCUIT COURT OF TENNESSEE**
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

JOHNNY IVY,
Plaintiff,

v.

NO. CT-005479-10
Division II

ALLIED INTERSTATE, INC. and
LVNV FUNDING, LLC
Defendant

NOTICE

TO: LVNV FUNDING, LLC

The enclosed summons and complaint are served pursuant to Rule 4 of the Tennessee Rules of Civil Procedure.

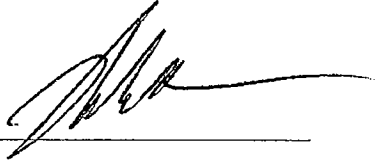
You must complete the acknowledgment part of this form and return one copy of the completed form to the sender within 30 days.

You must sign and date this acknowledgement. If you are served on behalf of a corporation, unincorporation association (including a partnership), or other entity, you must indicate under your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority.

If you do not complete and return the form to the sender within 30 days, you (or the party on whose behalf you are being served) may be required to pay any expenses incurred in serving a summons and complaint in any other manner permitted by law.

If you do not complete and return this form, you (or the party on whose behalf you are being served) must answer the complaint within 30 days. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

I declare under penalty of perjury, that this Notice and Acknowledgment of Receipt of Summons and Complaint was mailed on November 12, 2010.



(Signature)

12/12/10

(Date of Signature)

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT AND RECEIPT
OF SUMMONS AND COMPLAINT

I declare, under penalty of perjury, that I received a copy of the summons and of the complaint in the above-captioned manner at _____.

(Signature)

(Date of Signature)

(Relationship of Entity/Authority to Receive Service of Process)

(Date of Signature)

(CIRCUIT/CHANCERY) COURT OF TENNESSEE
 140 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103
 FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

FILED
 NOV 05 2010
 CIRCUIT CLERK
 D.C.

SUMMONS IN CIVIL ACTION

Docket No. _____

☒ Lawsuit
☐ Divorce

Ad Damnum \$ _____

Johnny Ivy

Allied Interstate, Inc. and LVNV Funding, LLC
 D.C.

VS

Plaintiff(s)

Defendant(s)

TO: (Name and Address of Defendant (One defendant per summons))

Method of Service:

LVNV Funding, LLC
 To serve the Registered Agent
 for Service of Process:
 CT Corporation System
 2 Office Park Court, Suite 103
 Columbia, South Carolina 29223

- ☐ Certified Mail
☐ Shelby County Sheriff
☐ Commissioner of Insurance (\$)
☐ Secretary of State (\$)
☐ Other TN County Sheriff (\$)
☐ Private Process Server
☐ Other

(\$ Attach Required Fees

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and serving a copy of your answer to the Complaint on William A. Cohn Plaintiff's attorney, whose address is 291 Germantown Bend Cove, Cordova, Tennessee 38018, telephone +1 (901) 757-5557 within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

JIMMY MOORE Clerk

TESTED AND ISSUED _____ By _____, D.C.

TO THE DEFENDANT:

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

FOR AMERICANS WITH DISABILITIES ACT (ADA) ASSISTANCE ONLY, CALL (901) 379-7895

I, JIMMY MOORE, Clerk of the Court,
 Shelby County, Tennessee, certify this to
 be a true and accurate copy as filed this

JIMMY MOORE, Clerk

By: _____, D.C.

RETURN OF SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I **HAVE** SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M. a copy of the summons

and a copy of the Complaint to the following Defendant _____

at _____

Signature of person accepting service

By: _____

Sheriff or other authorized person to serve process

RETURN OF NON-SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I **HAVE NOT** SERVED THE WITHIN SUMMONS:

To the named Defendant _____

because _____ is (are) not to be found in this County after diligent search and inquiry for the following

reason(s): _____

This _____ day of _____, 20____.

By: _____

Sheriff or other authorized person to serve process

Docket No: _____

IN THE
(CIRCUIT/CHANCERY) COURT
OF TENNESSEE
FOR THE
THIRTIETH JUDICIAL
DISTRICT AT MEMPHIS

SUMMONS IN A CIVIL ACTION

Johnny Ivy
Plaintiff

VS

Allied Interstate Inc. and LVNV Funding
Defendant

William A. Cohn

Attorney for Plaintiff/Pro Se

(901)-757-5557

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